

# UNOFFICIAL COPY

DEED IN TRUST  
(ILLINOIS)

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91196875

THE GRANTORS, JAMES HENRY DEVINE, JR. and  
SHIRLEY E. DEVINE, his wife

DEPT-01 RECORDING 113.00  
14444 TRAM 04/29/91 10:50:00  
48507 1 D \* 1-196875  
COOK COUNTY RECORDER

of the County of Cook and State of Illinois  
for and in consideration of Ten and No/100 (\$10.00)  
Dollars, and other good and valuable considerations in hand paid,  
Convey and (WARRANT / QUIT CLAIM) unto  
SHIRLEY E. DEVINE,  
6424 Eldorado Drive, Morton Grove, IL 60053

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)  
as Trustee under the provisions of a trust agreement dated the 23rd day of April, 1991 and known as "Trust  
Number THE SHIRLEY E. DEVINE TRUST hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or  
successors in trust under said trust agreement, the following described real estate in the County of Cook and State of  
Illinois, to wit: Lot 5 in Happ's Eldorado Estates, a Subdivision in the North Half of  
the Northeast Quarter of the Northeast Quarter of Section 18, Township 41 North,  
Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

91196875

Permanent Real Estate Index Number: 10-18-213-014-0000  
Address(es) of real estate: 6424 Eldorado Drive, Morton Grove, Illinois 60053

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said  
trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part  
thereof; to dedicate parks, streets, highways or alleys; to create any subdivision or part thereof, and to resubdivide said property as often as  
desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said  
premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate,  
powers and authorities vested in said trustee; to donate, or to dedicate, to mortgage, pledge or otherwise encumber said property, or any part  
thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in  
future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to  
renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and  
provisions thereof at any time or times hereafter; to contract to purchase leases and to grant options to lease and options to renew leases and  
options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future  
rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any  
kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to  
deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning  
the same to deal with the same, whether similar to or different from the way above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be  
conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or  
money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to  
inquire into the necessity or expediency of any act of said trustee, or be obliged to inquire into any of the terms of said trust  
agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be  
conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the  
time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect; (b) that such  
conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said  
trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and  
empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a  
successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title,  
estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the  
earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal  
property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest  
in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the  
certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar  
import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all  
statutes of the State of Illinois; providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 23rd day of April, 1991  
James H. Devine, Jr. (SEAL) Shirley E. Devine (SEAL)  
JAMES HENRY DEVINE, JR. SHIRLEY E. DEVINE

State of Illinois County of Cook ss.  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY that JAMES HENRY DEVINE, JR. and SHIRLEY E. DEVINE, his  
personally known to me to be the same persons whose names are subscribed to the  
 foregoing instrument, appeared before me this day in person, and acknowledged that they signed,  
 sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes  
 herein set forth, including the release and waiver of the right of homestead.  
 Given under my hand and official seal, this 23rd day of April, 1991  
 Commission expires July 8, 1991  
 Notary Public, State of Illinois  
 My Commission Expires July 8, 1991  
 OFFICIAL SEAL  
 Opelia Martinez  
 Notary Public, State of Illinois  
 My Commission Expires July 8, 1991

This instrument was prepared by ALISON BARKLEY, Schuyler, Roche & Zwirner, P.C., Suite #1190,  
1603 Orrington Avenue, Evanston, Illinois 60201 (City, State and Zip)

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO  
{ ALISON BARKLEY  
Schuyler, Roche & Zwirner, P.C.  
Suite #1190  
1603 Orrington Avenue  
Evanston, Illinois 60201  
(City, State and Zip)  
272

SEND SUBSEQUENT TAX BILLS TO:  
Shirley E. Devine, Trustee  
6424 Eldorado Drive  
Morton Grove, Illinois 60053  
(City, State and Zip)

AFFIX "RIDERS" OR REVENUE STAMPS HERE  
EXEMPT PURSUANT TO SECTION 1-11-5  
VILLAGE OF MORTON GROVE  
REAL ESTATE TRANSFER TAX  
EXEMPTION NO. 91196875 DATE April 26, 1991  
APPROVED BY Opelia Martinez  
EXEMPT UNDER PROVISIONS OF PARAGRAPH  
SECTION 4, REAL ESTATE TRANSFER ACT  
DATE: 4-23-91  
BUYER SELLER APPROVED  
DATE: 4-23-91

13

Deed in Trust

JAMES HENRY DEVINE, JR.

and

SHIRLEY E. DEVINE

TO

SHIRLEY E. DEVINE, TRUSTEE

Deed Dated April 23

1991

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Property of Cook County Clerk's Office

GEORGE E. COLE  
LEGAL FORMS

PREPARED BY JAMES HENRY DEVINE, JR.  
5/15/91

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## MORTGAGE AND SECURITY AGREEMENT

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CLERK OF THE SUPREME COURT

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## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT dated as of April 1, 1991, from FEDERAL I PARTNERSHIP, an Illinois partnership (the "Mortgagor"), to LASALLE NATIONAL BANK, a national banking association (the "Mortgagee");

### W I T N E S S E T H:

WHEREAS, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee its Mortgage Note in the principal sum of \$1,400,000 (the "Note"), bearing even date herewith, payable to the order of the Mortgagee, the terms of which are more fully described in Section 2.1 hereof; and

WHEREAS, the Note evidences a loan being made by the Mortgagee to the Mortgagor, for the purpose of providing mortgage financing for the purchase of the real estate described in Exhibit A attached hereto and the improvements located thereon, which are designed for use as an industrial building;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness hereby secured, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby grants, bargains, sells, conveys, and mortgages to the Mortgagee and its successors and assigns forever, under and subject to the terms and conditions hereinafter set forth, all of the Mortgagor's right, title and interest in and to the real property located in the Village of Burr Ridge, County of Cook, State of Illinois, described in Exhibit A attached hereto and by this reference incorporated herein, including all improvements now and hereafter located thereon;

TOGETHER WITH all right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to the following:

(a) All rents, issues, profits, royalties and income with respect to the said real estate and improvements and other benefits derived therefrom, subject to the right, power and authority given to the Mortgagor to collect and apply same; and

(b) All leases or subleases covering the said real estate and improvements or any portion thereof now or hereafter existing or entered into, including, but not limited to, the Leases (as defined in Article I hereof), including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and any and all guarantees of the lessee's obligations under any of such leases and subleases; and

(c) All privileges, reservations, allowances, hereditaments and appurtenances belonging or pertaining to the

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ILLINOIS STATE JUDICIAL BRANCH

IN SENATE  
JANUARY 11, 1900

REPORT OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
ON JANUARY 11, 1899

ALBION B. HARRIS, COMMISSIONER

CHICAGO: PUBLISHED BY THE  
STATE OF ILLINOIS, 1900

BY THE STATE OF ILLINOIS,  
1900

BY THE STATE OF ILLINOIS,  
1900

BY THE STATE OF ILLINOIS,  
1900

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said real estate and improvements and all rights and estates in reversion or remainder and all other interests, estates or other claims, both in law and in equity, which the Mortgagor now has or may hereafter acquire in the said real estate and improvements; and

(d) All easements, rights-of-way and rights used in connection with the said real estate and improvements or as a means of ingress and egress thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; and

(e) Any land lying within the right-of-way of any street, open or proposed, adjoining the said real estate and improvements, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the said real estate and improvements; and

(f) Any and all buildings and improvements now or hereafter erected on the said real estate, including, but not limited to, all the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements; and

(g) All materials intended for construction, reconstruction, alteration and repairs of the said real estate and improvements, all of which materials shall be deemed to be included within the said real estate and improvements immediately upon the delivery thereof to the said real estate; and

(h) All fixtures attached to or contained in and used in connection with the said real estate and improvements, including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate and improvements; and all renewals, substitutions and replacements for any or all of the foregoing, and all proceeds therefrom, whether or not the same are or shall be attached to the said real estate and improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property placed by the Mortgagor on and in the said real estate and improvements shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to any of the aforesaid property which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code of

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Illinois), this Mortgage is deemed to be a security agreement under the Uniform Commercial Code of Illinois for the purpose of creating hereby a security interest in such property, which the Mortgagor hereby grants to the Mortgagee as secured party; and

(i) All the estate, interest, right, title and other claims or demands, including claims or demands with respect to any proceeds of insurance related thereto, in the said real estate and improvements or personal property and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the said real estate and improvements or personal property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages;

the said real estate and improvements and the property and interests described in (a) through (i) above being collectively referred to herein as the "Premises"; and as to any portion of the Premises constituting property subject to the Uniform Commercial Code of Illinois, this Mortgage shall be deemed to be a security agreement under such Code for the purpose of creating hereby a security interest in such portion of the Premises, which the Mortgagor as debtor hereby grants to the Mortgagee as secured party.

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING the following (but not exceeding \$3,000,000 in the aggregate):

(a) Payment of the indebtedness evidenced by the Note, and including the principal thereof and interest thereon and any and all modifications, extensions and renewals thereof, and performance of all obligations of the Mortgagor under the Note; and

(b) Performance and observance by the Mortgagor of all of the terms, covenants and provisions of this Mortgage; and

(c) Performance and observance by the parties thereto of all of the terms, covenants and provisions of the other Loan Documents (as defined in Article I hereof); and

(d) Payment of all sums advanced by the Mortgagee to perform any of the terms, covenants and provisions of this Mortgage or any of the other Loan Documents (as defined in Article I hereof), or otherwise advanced by the Mortgagee pursuant to the provisions hereof or any of such other

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